

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
NEW BEGINNINGS OF LAKE COUNTY, INC.
FOR
TRANSITIONAL HOUSING**

REP #13-0215

THIS AGREEMENT, is entered into by and between Lake County, Florida, a political subdivision of the State of Florida, the Grantee under the Neighborhood Stabilization Program, (hereinafter called "Grantee") and New Beginnings, Inc., a Florida non-profit corporation (hereinafter called "Non-Profit").

WHEREAS, the Grantee has been awarded funds from the State of Florida State Housing Initiatives Partnership (SHIP) to provide transitional rental housing for very low and low income homeless or imminently homeless households; and

WHEREAS, the Non-Profit desires to provide such transitional rental housing.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Scope of Services.

1.1 Generally. Non-Profit will be responsible for carrying out the transitional rental housing activities for very low and low income homeless or imminently homeless households in a manner satisfactory to the Grantee and consistent with all standards required as a condition of providing these funds. The intent is to secure transitional housing to in turn provide for temporary affordable housing, coupled with case management and/or supportive services, to families within South Lake County.

1.2 Non-Profit Responsibilities.

A. Non-Profit will carry out this program in accordance with the policies, procedures and other provisions of the SHIP Program. Non-Profit hereby agrees to accept and follow any written amendments to the Program that are made as a direct result of additional guidance or regulations provided by the State of Florida, as well as any written amendments that the Grantee views as necessary to address or improve the processes of the SHIP Program.

B. This program activity will include the provision of transitional rental housing for very low and low income, as defined by the HOME Program, homeless or imminently homeless households, to the extent that these activities are incorporated in the Scope of Services and in the Program Budget as shown in **Exhibit A**, attached hereto and incorporated herein by reference, hereinafter the "Program Budget."

C. Non-Profit is responsible for providing the deliverables described in **Exhibit A** within the time periods and for the approximate average budget amounts described therein. The total use of SHIP

funds provided under this Agreement may not exceed the total amount of SHIP funds indicated elsewhere in this Agreement.

D. Non-Profit shall obtain Grantee approval of any unit to be purchased prior to the actual purchase taking place. All rehabilitation work is subject to pre-approval by the Grantee.

E. The following activities are **not** eligible to be funded under this Agreement: costs associated with moveable equipment, furnishings or machinery.

F. If the non-profit chooses to dispose of real property acquired with SHIP funds prior to the expiration of the fifteen (15) year mortgage lien period, all funds will be returned to the Grantee. If the property is being sold for less than the acquired or market value; the non-profit will be required to seek written approval from the Grantee prior to the sale of the property. If the property is being disposed of for a different purpose other than that for which it was acquired all funds will be returned to the Grantee.

If the Non-profit chooses to dispose of real property acquired with SHIP funds, the costs associated with the disposition is eligible if the property will be used for same or like purposes by a qualified agency. A qualified agency would have to be a private, 501(C)(3) tax exempt organization that has been vetted and approved through the Grantee and has a minimum three (3) year history of providing the same or like services for which the property was acquired.

Disposition costs may include: preparation of legal documents; surveys; marketing; financial services; the transfer of taxes; other costs involved in the transfer of ownership; and reasonable costs of temporarily managing property acquired under urban renewal until final disposition is made. Costs of long-term management of properties for which there are no plans for disposition in the near future are not eligible.

1.3 Grantee Responsibilities. Grantee is responsible for the following tasks and deliverables.

A. Management of all draws of SHIP funds and payment of valid and properly documented draw requests from Non-Profit.

B. Monitoring all program activities of Non-Profit to assure compliance with the terms of this Agreement and all SHIP requirements.

C. Processing requests for disbursements of SHIP funds, including necessary construction inspections, in a timely manner. Grantee will clearly and promptly describe any deficiencies identified by Grantee that prevent a disbursement or portion of a disbursement from being approved. Upon the request of Non-Profit, Grantee must promptly itemize and describe such deficiencies in writing.

1.4 Performance Monitoring. The Grantee will monitor the performance of the Non-Profit based on goals and performance standards as stated above along with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If corrective action is not taken by the Non-Profit within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Non-Profit agrees to provide the Grantee, or the Grantee's internal auditor(s) access to all records related to performance of activities in this agreement.

1.5 Progress Reports and Other Reports. Non-Profit hereby agrees to provide monthly all necessary progress reports and other reports required by Grantee on forms to be provided by Grantee.

Article 2. Time for Performance.

2.1 Start and Completion Dates. Services of the Non-Profit shall start on the date the last party hereto executes this Agreement and shall one (1) year thereafter, unless Grantee at its sole discretion approval a later completion date. Non-Profit must obligate at least half of the amount stated herein by June 30, 2014. Notwithstanding the foregoing, with respect to additional activities and funding allocated under this Agreement, the term of this agreement will be extended if Grantee allocates additional funds to Non-Profit for the additional activities described herein, or causes another entity (such as a nonprofit housing fund) to allocate additional funds. As a condition of Non-Profit receiving such additional allocation of funds, Non-Profit and staff of Grantee must jointly create and agree to a new Program Budget to be attached hereto and incorporated herein through a formal written amendment.

Article 3. Budget

3.1 Program Budget. The total amount of NSP3 funding allocated to Non-Profit is **\$106,222.00**. This amount represents an allocation of the Grantee's total SHIP funding contingent upon Non-Profit's performance hereunder.

Article 4. Payment

4.1 Maximum Amount. It is expressly agreed and understood that the total amount of SHIP funds to be paid by the Grantee to the Non-Profit under this Agreement shall not exceed the amount described in Section 3.1 herein plus additional amounts allocated, if any.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The Non-Profit shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607 or Chapter 617, Florida Statutes.

5.2 Termination. In addition to any other termination provisions contained herein, this Agreement may be terminated by the Grantee upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the Grantee until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of Grantee with the required 30 day advance written notice, Grantee shall reimburse Non-Profit for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by Grantee for cause, default, or negligence on the part of Non-Profit shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the Non-Profit shall be reimbursed for services

satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the Grantee. No such consent shall be construed as making the Grantee a party to the assignment or subjecting the Grantee to liability of any kind to any assignee. No assignment shall under any circumstances relieve the Non-Profit of liability and obligations under this Agreement and all transactions with the Grantee must be through the Non-Profit. Additionally, unless otherwise stipulated herein, the Non-Profit shall notify and obtain prior written consent from the Grantee prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the Grantee may result in termination of this Agreement for default.

5.4 Insurance. Non-Profit shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to Grantee, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the Non-Profit or by anyone directly or indirectly employed by Non-Profit, or by anyone for whose acts Non-Profit may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. Non-Profit shall not commence work under the Agreement until Grantee has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the Non-Profit must provide a notarized statement that if he or she is injured, he or she will not hold the Grantee responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers,

architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the Non-Profit's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RFP number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the Grantee, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the Grantee.

(xi) Non-Profit shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the Non-Profit evidencing coverage and terms in accordance with the Non-Profit's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the Grantee. At the option of the Grantee, the insurer shall reduce or eliminate such self-insured retentions, or the Non-Profit or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The Grantee shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Non-Profit and/or subcontractor providing such insurance.

(xiv) Neither approval by the Grantee of any insurance supplied by the Non-Profit, nor a failure to disapprove that insurance, shall relieve the Non-Profit of full responsibility of liability damages, and accidents as set forth herein.

(xv) If it is not possible for the Non-Profit to certify compliance, on the certificate of insurance, with all of the above requirements, then the Non-Profit is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.5 Indemnity. The Non-Profit shall indemnify and hold the Grantee and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the Non-Profit to take out and maintain the above insurance. The Non-Profit agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County,

Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the Non-Profit, its agents, employees or representative, in the performance of Non-Profit's duties set forth in this Agreement.

5.6 Ownership of Deliverables. Upon completion of and payment for a task Non-Profit agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by Non-Profit under this Agreement or furnished by Grantee to Non-Profit shall be and/or remain the property of Grantee. Non-Profit shall perform any acts that may be deemed necessary or desirable by Grantee to more fully transfer ownership of all Tasks and/or deliverables to Grantee, at Grantee's expense. Additionally, Non-Profit hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. Non-Profit and Grantee recognize that Non-Profit's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Grantee's alteration of Non-Profit's work product or its use by Grantee for any other purpose shall be at Grantee's sole risk.

5.7 Return of Materials. Upon the request of the Grantee, but in any event upon termination of this Agreement, Non-Profit shall surrender to the Grantee all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the Non-Profit by the Grantee pursuant to this Agreement. Non-Profit may keep copies of all work product for its records.

5.8 Retaining Other Consultant. Nothing herein shall be deemed to preclude the Grantee from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Non-Profit or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.9 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.10 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.11 Prohibition Against Contingent Fees. Non-Profit warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Non-Profit, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Non-Profit, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.12 Conflict of Interest. Non-Profit agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, Non-Profit hereby certifies that no officer, agent, or employee of Grantee has any material interest either directly or indirectly in the business of Non-Profit conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the Grantee.

5.13 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the Grantee shall be the property of the Grantee and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the Grantee are public records available for inspection by any person even if the file or paper resides in the Non-Profit's office or facility. The Non-Profit shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal or state requirements, whichever is longer. Prior to the close out of the Agreement, the Non-Profit shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user Grantee department.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the Non-Profit shall expressly assign to the Grantee nonexclusive, royalty free rights to use any and all information provided by the Non-Profit in any deliverable and/or report for the Grantee's use which may include publishing in Grantee documents and distribution as the Grantee deems to be in the Grantee's best interests. If anything included in any deliverable limits the rights of the Grantee to use the information, the deliverable shall be considered defective and not acceptable and the Non-Profit will not be eligible for any compensation.

5.14 Right to Audit. The Grantee reserves the right to require Non-Profit to submit to an audit by any auditor of the Grantee's choosing. Non-Profit shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. Unless required by another provision of this Agreement to maintain records for a longer period, Non-Profit shall retain all records pertaining to this Agreement and upon request make them available to the Grantee for three (3) years following expiration of the Agreement. Non-Profit agrees to provide such assistance as may be necessary to facilitate the review or audit by the Grantee to ensure compliance with applicable accounting and financial standards. Additionally, Non-Profit agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Non-Profit to the Grantee in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the Grantee's audit shall be reimbursed to the Grantee by the Non-Profit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Non-Profit's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the Grantee's audit findings to the Non-Profit.

5.15 Notices. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTEE

Cheryl Howell
Housing Manager
Dept. of Community Svcs.
P.O. Box 7800
Tavares, Florida 32778

NON-PROFIT

Steve Smith, President
New Beginnings of Lake County, Inc.
200 E. Washington Street, Ste. A
Minneola, Florida 34715

cc: County Attorney's Office
P.O. Box 7800
Tavares, Florida 32778

5.16 Entire Agreement. This agreement between the Grantee and the Non-Profit for the use of funds eligible for receipt supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Non-Profit with respect to this Agreement.

5.17 Conflicting Provisions. In the event there exists any conflict, discrepancy, or inconsistency among any of the documents that make up this Agreement, conflicts shall be resolved in favor of the provision that ensures the County receives the SHIP funding. If the conflicting provisions have no bearing on the SHIP funding, then conflicts shall be resolved in favor of the provision most favorable to the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Grantee, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 30th July 2013, and by Non-Profit through its duly authorized representative.

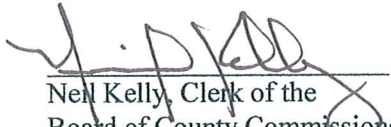
**NEW BEGINNINGS OF LAKE COUNTY,
INC.**

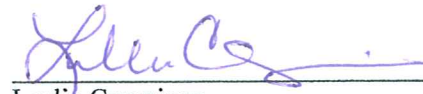

Steve Smith, President

This 16 day of July, 2013.

ATTEST:

COUNTY


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida


Leslie Campione
Chairman
This 30th day of July, 2013.

Approved as to form and legality:

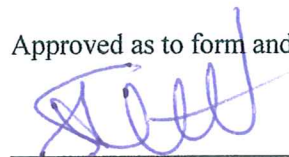

Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES

Lake County Housing Services Division Transitional Housing Request for Proposal

The Lake County Housing Services Division has funding from the State of Florida SHIP funds to provide transitional rental housing for very low and low income (as defined by the HOME Program) homeless or imminently homeless households. The intent of transitional housing is to provide temporary affordable housing, coupled with case management and/or supportive services, to families located in South Lake County.

Funds will be used to develop, acquire, and rehabilitate properties for use as transitional rental housing. Assisted housing units may be single family units or multi-family units. **The County reserves the right to refer tenants for occupancy.** This activity will provide one qualified agency legal title and ownership to the residential properties acquired, and rehabilitated for use solely as transitional rental housing for these special populations. The final ownership of assisted units will be a nonprofit agency, if it can be demonstrated that 1) appropriate property management can be maintained, 2) rents can be maintained at an affordable level for the life of the affordability period (see below), 3) successfully demonstrate a minimum of three (3) year history with serving homeless families in the South Lake area and 4) appropriate case management and supportive services can be provided.

The County is soliciting proposals from community agencies and organizations and/or joint partnerships with the capacity to own, manage, and properly maintain rental housing units in the South Lake County Area for families with children for at least fifteen (15) years. Nonprofit agency ownership is intended for all units produced. This activity is contingent on future funding availability and community needs. Applications will be submitted to the Affordable Housing Committee for award recommendation.

Each assisted housing unit will be secured by an encumbrance (mortgage deed or restrictive use covenant) for a period of fifteen (15) years and will require an annual Housing Quality Standards (HQS) inspection. No additional encumbrances (e.g., lower tier mortgages) will be allowed on any assisted unit during that affordability period unless otherwise noted in the contract. All occupants of any assisted housing unit must be income-eligible and rents will be controlled with HOME Program rents, which are revised annually. Other legal restrictions on the use of the property may be required based on local, state, or federal requirements, and will be enforced by means of a mutual written agreement.

Proposals must demonstrate a minimum of **three (3)** year history with serving homeless families in the South Lake area, the ability to provide case management and supportive services to program residents, the ability to maintain the prescribed rents while also maintaining ownership, keeping the unit in standard (i.e., HQS) condition, and maintaining property hazard insurance and any applicable taxes on all units. Proposals should include all anticipated acquisition and rehabilitation costs. The total amount of funding available for this project is \$106,222. An appraisal, home inspection, and wood destroying organism inspection will be required before any unit is approved for purchase, and will be paid by the County; however, such expenses will be

deducted from the maximum subsidy per unit. *Any and all expenses paid by the County must be preapproved by the Housing Services Division staff in writing.*

All assisted units must be set aside to assist very low income households (using the HOME Program definition; with incomes not exceeding fifty percent (50%) of the area median income), and all units are set aside to assist homeless or imminently homeless households. Occupancy restrictions and rents of all units will be governed by a fifteen (15) year deed restriction and mortgage, and all units and tenant files will monitored at least annually. No assisted units may be used for occupancy of any households with incomes greater than fifty (50%) AMI. **All units must be pre-approved by Housing Division staff prior to purchase. All rehabilitation work is subject to pre-approval by Housing Division staff.**